# ASSAM REAL ESTATE (REGULATION AND DEVELOPMENT) RULES 2017

Registered No.-768/97 GTtrt THE ASSAM GAZETTE EXTRAORDINARY PUBLISHED BY THE AUTHORITY 9 N', 2017, 19 1939 Nc. 167 Dispur, Tuesday, 9th May, 2017, 19th Vaisakha, 1939 (S.E.) GOVERNMENT OF ASSAM ORDERS BYIHE GOVERNOR URBAN DEVELOPMENT DEPARTMENT NOTIFICATION The 6th May, 2017 In exercise of the powers conferred by Section 84 read with sub-clause (ivi of clause (g) of Section 2 of the Real Estate (Regulation and Development) Act, 2016 (No. 16 of 20 i 6), the Governor of Assam is hereby pleased to make the following rules for the State of Assam, namely 2. CHAPTER:] PRELIMINARY Short title and Commencement,- (I) These rules may be called the Assam Real Estate (Regulation and Development) Rules, 2017. (2) They shall come into force on the date of their publication in the Official Gazette. Definitions.- (l) In these rules, unless the context otherwise requires, - (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (No. 16 of 2016); (b) "Annexure" means an annexure appended to these rules; authenticated COPY' shall mean a self-attested copy of any document required to be provided by any person under these rules; 'Form" means a form appended to these rules; appropriate government" means the Government of Assam; (f) "layout plan" means a plan of the project depicting the division or proposed division of land into plots, roads, open spaces, amenities etc. and other details as may be necessary; 1176 3. THE ASSAM GAZE]TE, EXTRAORDINARY, MAY 9. 2017 (g) "project land" means any parcel or parcels of land on which the project is developed and constructed by a promoter; (h) "section" means a section of the Act. (2) Words and expressions used herein and not defined, but defined in the Act, shall have the samc meaning respectively assigned to them in the Act

CHAPTER 11 REAL ESTA'J'E PROJECT Information and documents to be furnished by the promoter for registration of real estate project.- (I) The promoter shall furnish the following additional information and documents, along with those specified under Ihe relevant sections of the Act, for registration of the real estate project with the regulatory authority. namely:- (a) authenticated eopy of the PAN card of the promoter; (b) annual report including audited profit and less account, balance sheet, cash now statement, directors teport and the auditors report of the promoter for the immediately preceding three financial years; and where annual report is not available, the audited profit and loss account, balance sheet, cash flow statement and the auditors report of the pro:noter for the immediately preceding three financial years: (c) the number of open, covered. basement. stilt parking areas available in the said real estate project; (d) authenticated copy of the legal title deed reflecting the title Of the promoter to the land on which development is proposed to be developed along with legally valid documents authentication of such title, If such land is owned by another person'. (e) the details of encumbrances on the land on which development Of prolect is proposed including details of any rights, title, Interest. dues litigation and name Of party in over such land or non-encumbranee certificate through an advocate frotn the revenue authority not below the rank of Circle OIT',cer, as the case may be: (f) where the promoter is not the owner of the land on which development of project is proposed details of the consent of the owner of the land along with a copy of the collaboration agreement, development agreement, joint development agreement or any Other agreement, as the ease may be. entered into between the promoter and such owner and copies Of title and Other documents reflecting thetitle of such owner on the land on which project is proposed to be developed; (g) name, photograph, contact details and address of the promoter if it is an individual and the name. photograph, contact details and address of the chairman. partners, directors as the case may be, and the authorised person in case of other entities, (2) The application referred to In sub-section (I) of section 4 shall be made in writing as per Form • A', which shall be submitted in triplicate, until the application procedure is made web based as provided under sub-section (3) of section 4 of the Act. (3) The promoter shall pay a registration fee at the time of application for registration by way of a demand draft or a bankers cheque drawn on any scheduled bank or through online payment mode, as the case may be, iGr a sum caiculated at the rate Of:- ASSAM GAZETTE, EXTRAORDINARY, MAY 9, 2017 1177 5. (a) in case of group housing proJect,- five rupees per square metre for projects where the area of land proposed to be developed does not exceed one thousand square meters; or rupees ten per square meter for projects where the area of land proposed to be developed exceeds one thousand square meters. but shall not be more than five lakhs rupees; (b) in ease of mixed d commercial) project,- ten rupees per

square metcr for projects where the area of land proposed to be developed does not exceed one thousand square meters: or fifteen rupees per square meter for projects where the area Of land proposed to be developed exceeds one thousand square meters, hut shall not be more than seven lakhs rupees: (c) in case of commercial projects,- twenty rupees per square meter for projects where the area of land proposed tc he developed does not exceed one thousand square meters; or twenty five rupees per square meter for projects where the area of land proposed to be developed exceeds one thousand square meters, but Shail not be more than ten lakhs rupees; (d) jn case of plotted development projects,- five rupees per square meter, but shall not be more than two lakhs rupees, (4) The declaration to be submitted under clause (l) of sub-section (2) of section 4 of the Act shall be as per Form 'B', which shall include a declaration stating that the promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be. (5) In case the promoter applies for withdrawal of application for registration of the project before the expiry of the period of 30 days provided under sub-section (I) of section 5, registration fee to the extent of ten percent paid under sub-rules (3) above, or rupees fifty thousand whichever is more, shall be retained as processing fee by the regulatory authority and the remaining amount shall be refunded to the promoter within thirty days from the date of such withdrawal

**4. Disclosure by promoters of ongoing projects.**- (l) Upon the notification for commencement of sub-section (l) Of section 3, promoters Of all ongoing projects which have not received occupancy certificate shall, within the time specified in the said sub-section, make an application to the Regulatory Authority in the form and manner provided in rule 3. (2) The promoter shall disclose all project details as required under the Aet and the rules and regulations made thereunder, including the status Of the project and the extent of completion including original sanctioned plan, layout plan and specification and subsequent modifications Carried out, if any. The promoter shall disclose the original time period disclosed to the allottees for completion of the project at the time of sale including delay. This information shall be certified by an engineer, an architect and a chartered accountant in practice. (3) The promoter shall disclose the size of the apartment based on carpet area even if earlier sold on any other basis such as super area, super built up area, built up area etc. which shall not affect the validity of the agreement entered into between the promoter and the allottee to that extent. The promoter shall declare total amount of money collected from allottees and total amount of money used for development of the project including the total amount of balance money lying with the promoter. (4) In case of plotted development the promoter shall disclose the area of the plot being sold to the allottees as per the layout plan, Cost of land and construction.- (l) For the purposes of sub-clause (D) of clause (I) of sub- section (2) of section 4, the land cost shall be the cost incurred by the promoter, whether as an outright purchase, lease charges etc.(2) For the purposes Of sub-clause (D) of clause (I) of sub-section (2) of section 4, the construction cost shall be the cost incurred by the promoter, towards the on-site expenditure for the physical development of the project. 1178 6. 8

**9. THE ASSAM GALEITE, EXTRAORDINARY, MAY 9, 2017 Grant or rejection of registration of the project.**- (I) Upon the registration of a project as per section 5 read with rule 3, the Regulatory Authority shall issue a registration certificate with a registration number as per Form 'C' to the promoter. (2) In case of rejection of the application as per section 5, the regulatory authority shall inform the applicant as per Form SD'. Provided that the Authority may grant an opportunity to the applicant to rectify the defects in the application within such times that the Authority specifies. Extension of registration of the project.- (I) The registration granted under section 5, may be extended as per section 6, on an application made by the promoter in Form 'E' which shall not be less than three months prior to the expiry of the registration granted. (2) The application for extension of registration shall be accompanied with a demand draft or a bankers cheque drawn on any scheduled bank or through online payment mode , as the case may be for an amount equivalent to half the registration fee as prescribed under sub-rule (3) of rule 3 along with an explanatory note setting out the reasons for delay in the completion of the project and the need for extension of registration for the project, along with documents supporting such reasons: Provided that where extension of registration is due to force majeure the regulatory authority may at its discretion waive the for extension of registration. (3) Extension of registration of the project shall not be beyond the period provided as per local laws for completion of the project or phase thereof, as the case may be. (4) In case of extension of registration, the regulatory authority shall inform the promoter about the same as per Form 'F' and in case of rejection of the applicati on the regulatory authority shall, after

giving an opportunity to the applicant to be heard in the matter as per second proviso of section 6, inlOrm the promoter about the same as per Form 'D': Revocation of Registration of the project.- Upon the revocation of registration of a project as per section 7 the regulatory authority shall inform the promoter about such revocation as per Form Agreement for sale.- (l) For the purpose of sub-section (2) of section 13, the agreement for sale shall be in the form as per Annexure 'A'. (2) Any application letter, allotment letter or any other document signed by the allottee, in respect of the apartment, plot or building, prior to the execution and registration of the agreement for sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the agreement for sale or under the Act or the rules or the regulations made thereunder. THE ASSAM GAZETTE, EXTRAORDINARY, MAY 9, 2017 CHAPTER 111 REAL ESTATE AGENT 1179 11. (I) Every real estate agent Application for Registration by the real estate agent.- required to register as per sub-section (2) of section 9 of the Act shall make an application in writing to the Regulatory Authority as per Form 'G' along with the following documents, namely: (a) brief details of his enterprise including its name, registered address, type of enterprise (proprietorship, societies, partnership, companies etc.); (b) particulars of registration including the bye-laws, memorandum of association, articles of association etc, as the case may be; (c) photograph of the real estate agent if it is an individual and the photograph of the partners, directors etc, in case of other entities; (d) authenticated copy of the PAN card; (e) income tax returns filed under the provisions of the Income Tax Act, 1961 for three financial years preceding the application or in case the applicant was exempted from filing returns under the provisions of the Income Tax Act, 1961 for any of the three year preceding the application, a declaration to such effect; (O authenticated copy of the address proof of the place of business; and (g) such Other information and documents, as may be specified by regulations. (2) The real estate agent shall pay a registration fee at the time Of application for registration by way of a demand draft or a bankers cheque or through online payment mode, as the case may be, drawn on any scheduled bank, for a sum of rupees ten thousand in case of the applicant being and individual; or rupees fifty thousand in case of the applicant being anyone other than an individual. Grant of Registration to the real estate agent.- (l) Upon the registration ofa real estate agent as per section 9 read with rule IO, the Regulatory Authority shall issue a registration certificate with a registration number as per Form 'H' to the real estate agent. (2) In case of rejection of the application as per section 9 the Regulatory Authority shall inform the applicant as per Form 'I'. 1180 THE ASSAM GAZETTE, EXTRAORDINAR± MAY 9, 2017 (3) The registration granted under this rule shall be valid for a period five years

**12. Renewal Of registration of real estate agent.**- (I) The registration granted under section 9, may be renewed as per section 6. on an application made by the real estate agent in Form 'J' which shall not be less than three months prior to the expiry of the registration granted. (2) The application for renewal of registration shall be accompanied with a demand draft or a bankers cheque or through online payment mode, as the case may be, drawn on any scheduled bank, for a sum of rupees five thousand in ease of the real estate agent being an individual or rupees fifty thousand in case of the real estate agent being anyone other than an individual. (3) The real estate agent shall also submit all the updated documents set out in clauses (a) to (f) of rule IO at the time of application för renewal. (4) In case Of renewal of registration, the regulatory authority shall inform thc real estate agent about the same as per Form 'K' and in case of rejection of the application for renewal of registration the regulatory authority, shall inform the real estate agent as per

**15. Provided that no application for renewal of registration shall be rejected unless the applicant has been given an opportunity of being heard in the matter.**(5) The renewal of registration of the real estate agent shall be granted provided that the real estate agent remains in compliance with the provisions of the Act and the rules and regulations made thereunder. (6) The renewal granted under this rule shall be valid för a period five years. Revocation of Registration of real estate agent.- The Regulatory Authority may. due to reasons specified under sub-section (7) of section 9, revoke the registration granted te the real estate agent or renewal thereof, as the ease may be. and intimate the real estate agent of such revocation as per

Form Maintenance and preservation of books Of accounts, records and documents.- real estate agent shall maintain and preserve books of account, records and documents in accordance with the provisions of the Income rax Act, 1961( 43 01' 196i), as amended from time to time, and rules made thereunder. Other functions of a real estate agent.- The real estate agent shall provide assistance to enable the allottee and promoter to exercise their respective rights and fulfil their respective obligations at the time of booking and sale of any plot, apartment or building, as the case may be

CHAPTER IV' DETAILS TO BE PUBLISHED ON THE WEBSITE OF THE AUTHORITY 16. Details to be published on the website.- (I) For the purpose of clause (b) of section 34, the regulatory authority shall ensure that the tOIIowing information shall be made available on its website in respect of each project registered: THE ASSAM GAZETTE, EXTRAORDVNARY, MAY 9, 2017 (a) Details of the promoter including the following: (i) Developer or Group Profile. 1181 (A) a brief detail of his enterprise including its name, registered address, type of enterprise (proprietorship, limited liability partnership, society, partnership, company, competent authority) and the particulars of registration and in case of a newly incorporated or registered entity, brief details of the of the parent entity including its name. registered address, type of enterprise (proprietorship, societies, limited liability partnership, partnership, companies, competent authority); (B) background of promoter- educational qualification, work experience and in case ofa newly incorporated or registered entity work experience of the parent entity. (i i) Track record of the promoter: (A) number of years of experience of the promoter or parent entity in real estate construction in the state/union territory; (B) number of years of experience of the promoter or parent entity in real estate construction in other states or union territories; (C) number of completed projects and area constructed till date; (D) number of ongoing projects and proposed area to be constructed; (E) details and profile of ongoing and completed projects for the last 5 years as (iii) (iv) (b) (i) (ii) provided under clause (b) of sub-section (2) of section 4. Litigations: Details of past or ongoing litigations in relation to the real estate project. Website: (A) web link to the developer or group website; (B) web link to the project website. Details of the real estate project including the following: Compliance and registration: (A) authenticated copy of the approvals and commencement certificate from the competent authority as provided under clause (c) of sub-section (2) of section 4; (B) the sanctioned plan, layout plan and specifications of the project or the phase thereof, and the whole project as sanctioned by the competent authority as provided under clause (d) of sub-section (2) of section 4; (C) Details of the registration granted by the Authority. Apartment and garage related details: (A) Details of the number, type and carpet area of apartments for sale in the project as provided under clause (h) of sub-section (2) of section 4; (B) Details of the number and areas of garage for sale in the project as provided under clause (i) of sub-section (2) of section 4; (C) Details of the number of open parking areas available in the real estate project. 1182 THE ASSAM GAZETTE, EXTRAORDINARY, MAY 9, 2017 (iii) Registered Agents: Names and addresses of real estate agents as provided under clause (i) of sub-section (2) of section 4. (iv) Consultants: Details, including name and addresses, of contractors, architect and structural engineers and other persons concerned with the development of the real estate project as provided under clause (k) of sub-section (2) of section 4, such as:- (A) Name and address of the firm (B) Names of promoters (C) Year of establishment (D) Names and profile of key projects completed (v) Location: the location details of the project, with clear demarcation of land dedicated for the project along with its boundaries including the latitude and longitude of the end points of the project as provided under clause (f) of sub- section (2) of section 4. (vi) Development Plan: (B) (C) The plan of development works to be executed in the proposed project and the proposed facilities to be provided thereof including fire fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc. as provided under clause (e) of sub-section (2) of section 4; Amenities: a detailed note explaining the salient features of the proposed project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services proposed to be provided in the project; Gantt Charts and Project schedule: the plan of development works to be executed in the project and the details of the proposed facilities to be proxudc•d thereof. (c) (d) Financials of the promoter: (i) authenticated copy of the PAN card of the promoter ; (ii) audited balance sheet of the promoter for the preceding financial year and income tax returns of the promoter för three preceding financial years and in case of a newly incorporated or registered entity annual returns of the last 3 financial years of th r shall upload the following updates on

the webpage for the project, within seven days from the expiry of each quarter: (i) List of number and types of apartments or plots, as the case may be booked; THE ASSAM GAZETTE. EXTRAORDINARY, MAY 9, 2017 (ii) List of number of garages booked; (iii) Status of the project. (A) Status of construction of each building with photographs; (B) Status of construction of each floor with photographs; 1183 (e) (C) Status of construction of internal infrastructure and common areas with photographs. (iV) Status of approvals: (A) Approval received; (B) Approvals applied and expected date of receipt; (C) Approvals to be applied and date planned for application; (D) Modifications, amendment or revisions, if any, issued by the competent authority with regard to any license, permit or approval for the project. Downloads: (i) Approvals: (A) No Objection certificates - Consent to Establish and Operate; -Environmental Clearance; -Fire NOC; -Permission from Water and Sewerage depanment•, -I leight clearance from Airport Authority of India; -Such other approvals as may be required and obtained for the project. (B) Authenticated copy of the license or land use permission, building sanction plan and the commencement certificate from the competent authority obtained in accordance with the laws applicable for the project, and where the project is proposed to be developed in phases, an authenticated copy of the license or land use permission, building sanction plan and the commencement certificate for each of such phases; (C) Authenticated copy of the site plan or site map showing the location of the project land along with names of revenue estates, survey numbers, cadastral numbers, khasra numbers and area of each parcels of the project land; (D) Authenticated copy Of the layout plan of the project or the phase thereof, and also the layout plan of the whole project as sanctioned by the competent authority;(E) Floor plans for each tower and block including clubhouse, amenities and common areas; (F) Any other permission, approval, or licence that may be required under applicable law; (G) Authenticated copy of occupancy certificate and completion certificate including its application. (ii) Legal Documents: (A) Details including the proforma of the application form, allotment letter, agreement for sale and the conveyance deed; 1184 THE ASSAM GAZETTE, EXTRAORDINARY, MAY 9, 2017 (B) Authenticated copy of the legal title deed reflecting the title of the promoter to the land on which development is proposed to be developed along with legally valid documents with authentication of such title, if such land is owned by another person: (C) Land Title Search Report from an advocate having experience of at least ten years in land related matters; (D) Details of encumbrances on the land on which development is proposed including any rights, title, interest or name of any party in or over such land along with details or no encumbrance certificate from an advocate having experience of at- least ten years in land related matters; (E) where the promoter is not the owner of the land on which development is proposed details of the consent of the owner of the land along with a copy of the collaboration agreement, development agreement, joint development agreement or any other agreement, as the case may be, entered into between the promoter and such owner and copies of title and other documents reflecting the title of such owner on the land proposed to be developed; (F) Sanction letters: -From banks for construction finance; -From banks for home loan tie-ups. (f) Contact details: Contact address, contact numbers and email-ids of the promoter and other officials handling the project. (g) Such other documents or information as may be specified by the Act or the rules and regulations made thereunder. (2) For the purpose of clause (e) of section 34, the regulatory authority shall maintain a database and ensure that the information specified therein shall be made available on its website in respect of each project revoked or penalised, as the case may be. (3) For the purpose of clause (d) of section 34, the regulatory authority shall ensure that the following information shall be made available on its website in respect of each real estate agent registered with it or whose application for registration has been rejected or revoked: (a) For real estate agents registered with the Authority: (i) registration number and the period of validity of the registration of the real estate agent with the regulatory authority; (ii) brief details of his enterprise including its name, registered address, type of enterprise (proprietorship, societies, partnership, companies etc.); (iii) particulars of registration including the bye-laws, memorandum of association, anicles of association etc. as the case may be; (iv) photograph of the real estate agent if it is and individual and the photograph of' the partners, directors etc. in case of other persons; (v) authenticated copy of the PAN card; HE ASSAM GAZETTE. EXTW\ORDINARY, MAY 9, 2017 1185 (vi) income tax returns filed under the provisions of the Income Tax Act, 1961 for three financial years preceding the application or in case the applicant was exempted t?om filing returns under the provisions of the Income Tax Act, 1961 for any of the three year preceding the application, a declaration to such effect; 17. (vii) authenticated copy of the address proof of the place of business and the contact address, contact numbers and email-ids

of the real estate agent and other officials responsible. (b) In case of applicants whose application for registration as a real estate agent have been rejected or real estate agents whose registration has been revoked by the regulatory authority: (i) registration number and the period of validity of the registration of the real estate agent with the regulatory authority; (E) brief details of his enterprise including its name, registered address, type Of enterprise (proprietorship, societies, partnership, companies etc.); (iii) photograph of the real estate agent if it is and individual and the photograph of the partners, directors etc. in case of other persons. (c) Such other documents or information as may be specified by the Act or the rules and regulations made thereunder. (4) The Authority shall maintain a back-up, in digital form, of the contents of its website in terms of this rule, and ensure that such back-up is updated on the last day of each month

CHAPTER V RATE OF INTEREST PAYABLE BY PROMOTER ANI) ALLOTTEE AND TIMELINES FOR REFUND Rate of interest payable by the promoter and the allottee.- The rate of interest payable by the promoter to the allottee or by the allottee to the promoter, as the case may be, shall be the State Bank of India's Marginal Cost of Lending Rate plus two percent: Provided that in case the State Bank of India's Marginal Cost of Lending Rate is not in use it would be replace by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public. 1186 THE ASSAM GAZETTE, EXTRAORDINARY,' MAY 9, 2017 18. Timelines for refund.- Any refund of monies along with the applicable interest and compensation, if any, payable by the promoter in terms of the Act or the rules and regulations made thereunder, shall be payable by the promoter to the allottee within forty-five days from the date on which such refund along with applicable interest and compensation, if any, becomes due

CHAPTER VI REAL ESTATE REGULATORY AUTHORITY 19. Manner Of selection of chairperson and members of the Authority.- (I) As and when vacancies of Chairperson or a Member in the regulatory authority exist arise, or are likely to arise, the appropriate Government may make a reference to the or Selection Committee in respect of the vacancies to be filled. (2) The Selection Committee may, for the purpose of selection of the Chairperson or a Member of the regulatory authority, follow such procedure as deemed fit including the appointment ofa search committee consisting of such persons as the Selection Committee considers appropriate to suggest a panel of names possessing the requisite qualification and experience and suitable for being considered for appointment as Chairperson or Member of the regulatory authority. (3) The Selection Committee shall select two persons for each vacancy and recommend the same to the appropriate Government. (4) The Selection Committee shall make its recommendation to the appropriate Government within a period of sixty days from the date of reference made under sub-rule (i). (5) The appropriate government shall within thirty days from the date of the recommendation by the Selection Committee, appoint one of the two persons recommended by the Selection Committee for the vacancy of the Chairperson or Member, as the case may be

**20. Salary and allowances payable and other terms and conditions of service of Chairperson and Members of the regulatory authority.**- (I) The salaries and allowances payable.to the Chairperson and Members of the regulatory authority shall be as follows: (a) fte Chairperson shall be paid a consolidated monthly salary of two lakh fifty thousand rupees and they shall not be entitled to any allowance relating to house and vehicle; (b) The whole-time Member shall be paid a consolidated monthly salary of two lakh rupees and they shall not be entitled to any allowance relating to house and vehicle; (c) Every part-time member, who is not a servant of the Government, shall be paid a sitting fee for each day he attends the meetings of the regulatory authority as may be determined by the appropriate government, from time to time and they shall not be entitled to any allowance relating to house and vehicle. ASSAM GAZETI'E. EXTRAORDINARY, MAY 9, 2017 1187 (2) The Chairperson and every other Member shall be entitled to thirty days of earned leave for every year Of service. (3) lhe other aiiowances and conditions of service of the Chairperson and the whole- time Member shall be as per notification issued by the appropriate government from time to time

**21. Administrative powers of the Chairperson of thc regulatory authority.**- The administrative powers of the Chairperson of the regulatory authority shall include making decisions with regard to the following: 22. (a) all matters pertaining to staff strength, wages and salaries structures, emoluments, perquisites and personnel policies: (b) matters pertaining to creation and abolition of posts; (c) all matter pertaining to

appointments. promotions and confirmation for all posts; (d) acceptance of resignations by any Member, officer or employee; (c) officiating against sanctioned posts; (f) authorization of tours to be undertaken by any Member, officer or employee: within and outside India and allowance to be granted for the same; (g) all matters in relation to reimbursement of medical claims; (h) all matters in relation to grant or rejection of leaves. (i) permission for hiring of vehicles for official use; (j) nominations for attending seminars, conferences and training courses in India or abroad , (k) permission for invitation of guests to carry out training course; (l) all matters pertaining to staff welfare expenses; (m) sanction scrapping or write-off of capital assets which due to normal wear and tear have become unserviceable or are considered beyond economical repairs; (n) all matters relating to disciplinary action against any Member, officer or employee; (o) any other powers that may be required for the efficient functioning of the Authority and enforcement of the provisions of the Act and these Rules. Salary and allowances payable and other terms and conditions of service of the officers and other employees of the regulatory authority and experts and consultants engaged by the regulatory authority.- (I) The conditions of service of the officers and employees of the Authority and any other category of employees in the matter of pay, allowances, leave, joining time, joining time spay, age of superannuation and other conditions of service, shall be regulated in accordance with such rules and regulations as are, from time to time, applicable to officers and employees of the appropriate Government and drawing the corresponding scales of pay; (2) Consultants or experts that may be engaged by the Authority: 1188 23

**24. THE ASSAM GAZETTE, EXTRAORDINARY, MAY 9, 2017 (a) shall be paid a monthly honorarium as may be determined by the appropriate Government from time to time; (b) the consultant or expert shall not be deemed to be regular members of the staff borne on the establishment of the Authority; (c) the consultant or expert may be appointed for a tenure of one year, extendable on year to year basis; (d) the terms of their appointment may be terminated by the Authority by serving one month's notice.**(3) The appropriate government shall have power to relax the provisions of any of these rules in respect of any class or category of officers or employees or consultants and experts, as the case may be. Functioning of the Authority.- (I) "lhe office of the regulatory authority shall be located at such place as may be determined by the appropriate Government by notification. (2) The working days and office hours of the regulatory authority shall be the same as that of the appropriate Government. (3) The official common seal and emblem of the regulatory authority shall be such as the appropriate Government may specify. (4) Every notice, order and direction of the Authority shall bear the seal of the Authority which shall be in custody with the person designated by the Chairperson. Additional powers of the Authority.- (l) In addition to the powers specified in sub- section (2) of section 35 the regulatory authority shall have the following additional powers: (a) require the promoter, allottee or real estate agent to furnish in writing such information or explanation or produce such documents within such reasonable time, as it may deem necessary; (b) requisitioning, subject to the provisions of sections 123 and 124 of the Indian Evidence Act, 1872 (l of 1872), any public record or document or copy of such record or document from any office. (2) The regulatory authority may call upon such experts or consultants from the fields of economics, commerce, accountancy, real estate, competition, construction, architecture or engineering or from any other discipline as it deems necessary to assist the regulatory authority in the conduct of any inquiry or proceedings betöre it. (3) On receipt of the application in prescribed torm and complete in all respects under section 4 read with rule 3 tor registration of a project, the Authority may review the documents submitted along with the application under rule 3 and enquire, inter-ulia, into the following matters and such other matters, as it may consider necessary, prior TUE ASSAM GAZETFE, EXTRAORDINARY, MAY 9, 2017 1189 25. 26. (2) to grant of registration within the time prescribed under sub-section (I) of section 5, namely- (a) the nature of rights and interest of the promoter to the land which is proposed to be developed', (b) extent and location of area of land proposed to be developed: (c) layout pian of the project; (d) financial, technical and managerial capacity of the promoter to develop the project; (e) plan regarding the development works to be executed in the project; and ( n conformity of development of the project with neighboring areas. The Authority may in the interest of the allottees, enquire into the payment of amounts imposed as penalty, interest or compensation, paid or payable by the promoter, in order to ensure that the promoter has not: (a) withdrawn the said amounts from lhe account maintained as provided under sub- clause (D) of clause (l) of sub-section (2) of section 4; or (b) used any amounts paid to such promoter by the al e project for which the penalty, interest

or compensation is payable, or any Other real estate project; (c) recovered the amounts paid as penalty, fine or compensation from the allottees of the relevant real estate project or any other real estate project. Manner of recovery of interest, penalty and compensation.- Subject to the provisions of sub-section (1) of section 40, the recovery of the amounts due as arrears of land revenue shall be carried out in the manner provided in local laws. Manner of implementation of order, direction or decisions of the adjudicating officer, thc Authority or the Appellate Tribunal.- For the purpose of sub-section of section 40, every order passed by the adjudicating officer, regulatory authority or Appellate Tribunal, as the case may be, under the Act or the rules and regulations made thereunder, shall be enforced by the adjudicating officer, regulatory authority or the Appellate Tribunal in the same manner as if it were a decree or order made by the principal civil court in a suit pending therein and it shall be lawful for the adjudicating officer, regulatory authority or Appellate Tribunal, as the case may be, in the event of its inability to execute the order, send such order to the principal civil court, to execute such order either within the local limits Of whose jurisdiction the real estate project is located or in the principal civil court 1190 27

28. THE ASSAM GAZETI'E, EX'IRAORDINANY, MAY 9, 2017 within the local limits of whose jurisdiction the person against whom the order is being issued, actually and voluntarily resides, or carries on business, or personally works for gain

CHAPTER VII CENTRAL ADVISORY COUNCIL Manner of giving effect to the recommendation of the Central Advisory Council.- (I ) Pursuant to its establishment as per sub-section (l) of section 41 of the Act the Central Advisory Council shall, at such intervals as it may deem necessary, make recommendation on the matters set out in sub-section (I) of section 42 of the Act. (2) The Central Advisory Council shall prepare draft recommendation and invite comments on the same from stakeholders, experts, civil society etc. (3) Upon receipt of comments on the draft recommendation as per sub-rule (2), the Central Advisory Council shall finalize its recommendation after incorporating such comments as it may deem appropriate and refier the same to the Central Government, who shall have the authority- (a) to accept such recommendation in entirety; (b) to accept such recommendation with sueh amendments as it may deem fit and proper; (c) to refer back such recommendation to the Central Advisory Council with its comments for consideration; (d) to reject such recommendation. (4) Pursuant to acceptance Of the recommendations or part thereof the Central Government may share the recommendation of the Central Advisory Council with the appropriate Government of States and Union Territories with Legislature för further necessary action to give to the said recommendation. (5) As regards, the Union territories without Legislature, the Central Government may, if it deems fit, by notification, make rules to give effect to such recommendations of the Central Advisory Council

CHAPTER VIII REAL ESTATE APPELLATE TRIBUNAL Form for filing Appeal and thc fees payable.- (l) Every appeal tiled under sub- section (I) of section 44 shall be accompanied by a fee of rupees one thousand in the form of a demand draft or through bankers cheque or through online payment. as the case may be, drawn on a nationalized bank in favour of the Appellate Tribunal and ASSAM GAZETTE, EXTRAORDINARY, MAY 9, 2017 1191 29. 30, payable at the main branch of that Bank at the station where the seat of the said Appellate Tribunal is situated. (2) Every appeal shall be filed as per Form 'L' along with the following documents: (a) An attested true copy of the order against which the appeal is filed; (h) Coptes of the documents relied upon by the appellant and referred to in the appeal; (c) An index of the documents. Procedure for filing the appeal shall be as decided by the Appellate Tribunal. Manner of selection of members Of the Appellate Tribunal. (I) As and when vacancies of a Member in the Appellate Tribunal exist or arise, or are likely to arise, the appropriate Government may make a reference to the Selection Committee in respect of the vacancies to be filled. (2) The Selection Committee may, for the purpose of selection of the Member of the .Appellate Tribunal, follow such procedure as deemed fit including the appointment of a search committee consisting of such persons as the Selection Committee considers appropriate to suggest a panel of names possessing the requisite qualification and experience and suitable for being considered for appointment as Member of the Appellate Tribunal. (3) The Selection Committee shall select two persons for each vacancy and recommend the same to the appropriate Government. (4) The Selection Committee shall make its recommendation to the appropriate Government within a period of sixty days from the date of reference made under sub-rule (I (5) The appropriate government shall within thirty days from the date of the recommendation by the Selection Committee, appoint one of the two persons recomm mittee for the vacancy of the Member.

Salary and allowances payable and other terms and conditions of service of Chairperson and Members of the Appellate Tribunal.- (I) The salaries and allowances payable to the Chairperson and Members of the Appellate Tribunal shall be as follows: (a) The Chairperson shall be paid a monthly salary equivalent to the last drawn salary by such person, as a Judge of a High Court; (b) The whole-time Member shall be paid a monthly salary equivalent to the last drawn salary at the post held by such person, prior to his appointment as a Member of the Appellate Tribunal; 1192 31. THE ASSAM GAZEfiE, EXTRAORDINARY, MAY 9, 2017 (c) Every full-time Member, who is not a servant of the Government, shall be paid a monthly salary equivalent to the Principal Secretary to the Government of Assam; (d) Every part-time Member, who is not a servant of the Government, shall be paid a sitting fee for each day he attends the meetings of the Appellate Tribunal as may be determined by the appropriate government, from time to time. (2) The Chairperson and every other Member shall be entitled to thirty days of earned leave for every year of service. (3) The other allowances and conditions of service of the Chairperson and the whole- time Member shall be as per notification issued by the appropriate government from time to time. Procedure for inquiry of the charges against the Chairperson or Member of the Authority or the Appellate Tribunal.- (I) In the event of the appropriate Government becoming aware of occurrence of any of the circumstances specified in clause (d) or clause (e) of sub-section (l) of section 26 in case of a Chairperson or Member of the regulatory authority or as specified under sub-section (I) of section 49 in case of a Chairperson or Member of the Appellate Tribunal, by receipt of a complaint in this regard or suo motu, as the case may be, the appropriate Government shall make a preliminary scrutiny with respect to such charges against the Chairperson or any Member of the regulatory authority or Appellate Tribunal, as the case may be. (2) If, on preliminary scrutiny, the appropriate Government considers it necessary to investigate into the allegation, it shall place the complaint, if any. together with supporting material as may be available, betöre a Judge of the High Court, (3) The appropriate government shall forward to the Judge, copies of- (a) the statement of charges against the Chairperson or Member of the regulatory authority or Appellate Tribunal, as the case may be; and (b) material documents relevant to the inquiry. (4) The Chairperson or Member of the Authority or Appellate Tribunal, as the case may be, shall be given a reasonable opportunity of being heard with respect to the charges within the time period as may be specified in this behalf by the Judge. (5) Where it is alleged that the Chairperson or Member Appellate Tribunal is unable to discharge the duties of his office efficiently due to any physical or mental THE ASSAM GAZETTE, EXTRAORDINARY, MAY 9, 2017 1193 32. 33

**34. Incapacity and the allegation is denied, the Judge may arrange for the medical examination of the Chairperson or Member of the Appellate Tribunal.**(6j After the conclusion of the investigation, the .Judge shall submit his report to the appropriate government stating therein his findings and the reasons thereof on each of the articles of charges separately with such observations on the whole case as he thinks fit. (7) Thereafter, the appropriate government shall in consultation with the Chief Justice of the High Court decide to either remove or not to remove the Chairperson or Member of the regulatory authority or Appellate Tribunal, as the case may be. Salary and allowances payable and other terms and conditions of service of the officers and other cmployces of the Appellate Tribunal.- ( l) The conditions of service of the officers and employees of the Authority and any other category of employees in the matter of pay, allowances, leave, joining time, joining time pay, age of superannuation and other conditions of service, shall be regulated in accordance with such rules and regulations as are, from time to time, applicable to officers and employees of the appropriate Government and drawing the corresponding scales of pay; (2) The appropriate government shall have power to relax the provisions of any of these rules in respect of any class or category of officers or employees or consultants and experts, as the case may be. Additional powers of the Appellate Tribunal.- The Appellate Tribunal may call upon such experts or consultants from the fields of economics, commerce, accountancy, real estate, competition, construction, architecture or engineering or from any other discipline as it deems necessary, to assist the Appellate Tribunal in the conduct of any inquiry or proceedings before it. Administrative powers of the Chairperson of the Appellate Tribunal.- The administrative powers of the Chairperson of the Appellate Tribunal shall include making decisions with regard to the following: - (a) all matters pertaining to staff strength, wages and salaries structures, emoluments, perquisites and personnel policies; (b) all matters pertaining to creation and abolition of posts; (c) all matter pertaining to appointments, promotions and confirmation for all posts; (d) acceptance of resignations by any Mem ) officiating against sanctioned posts;

1194 35. THE ASSAM GAZETIE, EXTRAORDINARY, MAY 9, 2017 (f) authorization of tours to be undertaken by any Member, officer or employee: within and outside India and allowance to be granted for the same; (g) all matters in relation to reimbursement of medical claims; (h) all matters in relation to grant or rejection of leaves. (i) permission for hiring of vehicles for official use; (j) nominations for attending seminars, conferences and training courses in India or abroad; (k) permission for invitation of guests to carry out training course; (I) all matters pertaining to stafT welfare expenses; (m) sanction scrapping or write-off of capital assets which due to normal wear and tear have become unserviceable or are considered beyond economical repairs; (n) all matters relating to disciplinary action against any Member, officer or employee; (o) any other powers that may be required for the efficient functioning of the Appellate Tribunal and enforcement of the provisions of the Act and these Rules

CHAPTER IX OFFENCES AND PENALTIES Terms and conditions and the fine payable for compounding of offence.- (I) The court shall, for the purposes of compounding any offence specified under section 70, accept a sum of money as specified in the Table below: Offence Imprisonment under sub section (2) of section 59 Imprisonment under section 64 imprisonment under section 66 Imprisonment under section 68 Money to be paid for compounding the offence 10% of the estimated cost of the real estate project 10% of the estimated cost of the real estate project 10% of the estimated cost of the plot, apartment or building, as the case may be, of the real estate project, for which the sale or purchase has been facilitated 10% of the estimated cost of the plot, apartment or building, as the case may be Provided that the appropriate Government may, by notification in the official gazette, amend the rates specified in the table above. ASSAM GAZETTE, EXTRAORDINARY, MAY 9, 2017 1195 36. (2) On payment of the sum of money in accordance with the table above, any person in custody in connection with that offence shall be set at liberty and no proceedings shall be instituted or continued against such person in any court. (3) The acceptance of the sum of money for compounding an offence in accordance with the table above. by the Court shall be deemed to amount to an acquittal within the meaning of section 300 of the Code of Criminal Procedure, 1973. (4) The promoter. allottee or real estate agent, as the case may be, shall comply with the orders of the regulatory authority or the Appellate Tribunal, within the period specified by the court, which shall not be more than 30 days from the date of compounding of the offence. Manner of filing a complaint with the regulatory authority and the manner of holding an inquiry by the regulatory authority.- (l) Any aggrieved person may file a complaint with the regulatory authority for any violation under the Act or the rules and regulations made thereunder, save as those provided to be adjudicated by the adjudicating officer, as per Form 'M' which shall be accompanied by a fee of rupees one thousand in the form of a demand draft drawn on a nationalized bank in favour of regulatory authority and payable at the main branch of that bank at the station where the seat of the said regulatory authority is situated. (2) The regulatory authority shall for the purposes of deciding any complaint as specified under sub-rule (I), follow summary procedure for inquiry in the following manner: (a) Upon receipt of the complaint the regulatory authority shall issue a notice along with particulars of the alleged contravention and the relevant documents to the respondent; (b) The notice shall specify a date and time for further hearing; (c) On the date so fixed, the regulatory authority shall explain to the respondent about the contravention alleged to have been committed in relation to any Of the provisions of the Act or the rules and regulations made thereunder and if the respondent: (i) pleads guilty, the regulatory authority shall record the plea, and pass such orders including imposition of penalty as it thinks fit in accordance with the provisions Of the Act or the rules and regulations, made thereunder; (ii) does not plead guilty and contests the complaint the regulatory authority shall demand and explanation from the respondent; (d) In case the regulatory authority is satisfied on the basis of the submissions made that the complaint does not require any further inquiry it may dismiss the complaint; (e) In case the regulatory authority is satisfied on the basis of the submissions made that the there is need for further hearing into the complaint it may order production of documents or other evidence on a date and time fixed by it; 1196 37. THE ASSAM GAZ-EVIE, EXTRAORDINARY,. MAY 9, 2017 (f) The regulatory authority shall have the power to carry out an inquiry into the complaint on the basis of documents and submissions; (g) On the date so fixed, the regulatory authority upon consideration of the evidence produced before it and other records and submissions is satisfied that - (i) the respondent is in contravention of the provisions of the Act or the rules and regulations made thereunder it shall pass such orders including imposition of penalty as it thinks fit in accordance with the provisions of the Act or the rules and regulations m ondent is not in contravention of the

provisions of the Act or the rules and regulations made thereunder the regulatory authority may, by order in writing, dismiss the complaint, with reasons to be recorded in writing. (h) If any person fails, neglects or refuses to appear, or present himself as required before the regulatory authority, the regulatory authority shall have the power to proceed with the inquiry in the absence of such person or persons after recording the reasons for doing so. Manner of filing a complaint with the adjudicating officer and the manner of inquiry by the adjudicating officer.- (I) Any aggrieved person may file holding an a complaint with the adjudicating otT1cer for compensation under section 12, 14, 18 and 19 as per Form 'N' which shall be accompanied by a fee of rupees one thousand in the form of a demand draft drawn on a nationalized bank in favour of regulatory authority and payable at the main branch of that bank at the station where the seat of the said regulatory authority is situated. (2) The adjudicating officer shall for the purposes of adjudging compensation follow summary procedure for inquiry in the following manner: (i) Upon receipt of the complaint the adjudicating ofT:cer Shal! issue a notice along with particulars of the alleged contravention and the relevant documents to the promoter; (ii) The notice shaff specify a date and time for further hearing; (iii) On the date so fixed, the adjudicating officer shall explain to the promoter about the contravention alleged to have been committed in relation to any of the provisions of the Act or the rules and regulations made thereunder and if the promoter: (a) pleads guilty, the adjudicating officer shall record the plea, and award such c compensation as he thinks fit in accordance with the provisions of the Act or the rules and regulations, made thereunder; (b) does not plead guilty and contests the complaint the adjudicating officer shall demand and explanation from the promoter; (iv) In case the adjudicating officer is satisfied on the basis of the submissions made that the complaint does not require any further inquiry it may dismiss the complaint; THE ASSAM GAZETTE, EXTRAORDINARY, MAY 9, 2017 1197 38. 39. (v) In case the adjudicating officer is satisfied on the basis of the submissions made that the there is need for further hearing into the complaint it may order production of documents or other evidence on a date and time fixed by him; (VI) The adjudicating officer shall have the power to carry out an inquiry into the complaint on the basis of documents and submissions; (Vli) On the date so fixed, the adjudicating officer upon consideration of the evidence produced before him and other records and submissions is satisfied that the promoter (a i liab;e to pay compensation, the adjudicating officer may, by order in writing, order such compensation. as deemed fit by the promoter to the complainant; or payment of (b) not liable to any compensation, the adjudicating officer may, by order in writing, dismiss the complaint, with reasons to be recorded in writing. (viii) If any person fails, neglects or refuses to appear, or present himself as required before the adjudicating officer, the adjudicating officer shall have the power to proceed with the inquiry in the absence of such person or persons after recording the reasons for doing so

CHAPTER X BUDGET AND REPORT Budget, accounts and audit.- The regulatory authority shall prepare a budget, maintain proper accounts and other relevant records and prepare an annual statement of accounts as provided in section 77 as per Form 'O'. Report and Returns.- The regulatory authority shall prepare its annual report as provided in section 78 as per

Form 1198 THE ASSAM GAZEITE, EXTRAORDINARY, MAY 9, 2017 ANNEXURE 'A' [See rule 91 AGREEMENT FOR SALE This Agreement for Sale ("Agreement") executed on this By and Between [Ifthe promoter is a company) day of , 20 (CIN no• a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at signatory and its corporate otT1ce at (PAN represented by its authorized (Aadhar no. hereinafter referred to as the authorized vide board resolution dated "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees); [ORI [Ifthe promoter is a Partnership firml a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at (PAN vide Partner authorized its represented by (Aadhar no• authorized hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners). [If the promoter is an Individuall Mr. / Ms. daughter of (Aadhar no. residing at , aged about (PAN hereinafter called the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors. administrators, successors-in- interest and permitted assignees). AND THE ASSAM GAZEnE. EXTRAORDINARY, MAY 9, 2017 Ilf the Allottee is a companyl 1199 (CIN no. a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may he). having its Office at reristered its authorized signatory, (PAN (Aadhar no. duly authorized vide board resolution dated hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest. executors, administrators and permitted assignees). Ilfthe Allottee is a Partnershipl , a partnership firm registered under the Indian Partnership Act, 1932, having its principal piace of business at authorized by its represented partner, authorized vide (PAN (Aadhar no. hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners). Ilfthe Allottee is an Individuall Mr. / Ms. aged about (Aadhar no. son / daughter of residing at (PAN hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees). Ilfthe Allottee is a IIUFI Mr. (PAN , (Aadhar no. son of aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HtJF, having its place of business / residence at hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF. their heirs, executors, administrators, successors-in- interest and permitted assignees). [Please insert details of other allottee(s), in case of more than one allottee] 1200 THE ASSAM GAZETTE, EXTRAORDINARY, MAY 9. 2017 The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party". WHEREAS: A. The Promoter is the absolute and lawful owner of [khasra nos./ survey nos.l [Please insert land details as per local laws] totally admeasuring square meters situated at deed(s) dated Sub-Registrar; [OR] in Tehsil & District ("Said Land") vide sale registered as documents no. at the office of the ("Owner") is the absolute and lawful owner of [khasra nos./ survey nos.] [Please insert land details us per local laws] totally admeasuring square meters situated at vide sale deed(s) dated in Tehsil & District ("Said Land") registered as documents no. at the office of the Sub-Registrar. The Owner and the Promoter have entered inte a [collaboration/development/joint development] agreement dated registered as document no. at the office of the Sub-Registrar; B. The Said Land is earmarked for the purpose of building a [commercial/residential/any other purposel project, comprising multistoried apartment buildings and [insert any other components of the Projects] and the said project shall be known as ("Project"); The Said Land is earmarked for the purpose of plotted development of a [commercial/residential/any other purpose] project, comprising _plots and [insert any other components of the Projects] and the said project shall be known as ' ("Project"): Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercialiresidential development shall be permitted unless it is a part of the plan approved by the competent authority. C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of lhe Promoter regarding the Said Land on which Project is to be constructed have been completed; [Please insert the

name of the concerned competent D.The authority] has granted the commencement certificate to develop the Project vide approval bearing no. dated E. The Promoter has obtained the final layout plan approvals for the Project from [Please insert the name of the concerned competent authority]. The Promoter agrees and undertakes that it shall not make any THE ASSAM GAZETTE, EXTRAORDINARY, MAY 9, 2017 1201 changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable; F.] he Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at no. under registration on G."l'he Allottee had applied for an apartment in the Project vide application no. and has been allotted apartment no. dated floor in square feet, type having carpet area of , on tower'hlocouildingj no. admeasuring "Building") along with garage/closed parking no. [Please insert square feet in the {he location o/' the garage/c/osed parking], as permissible under the applicable law and pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of thc apartment is annexed hereto and marked as Schedule B); [ORI The Allottee had applied for a plot in the Project vide application no. having area of and has been allotted plot no. dated square square feet (if feet and plot for garage/closed parking admeasuring applicable)]in the [Please insert the location of the garage/closed parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Plot" more particularly described in Schedule A); YI. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; [Please enter any additional disclosures/detailsl J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project; K.The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter; L.In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/PIot] and the garage/closed parking (if applicable) as specified in para G; NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows: 1202 THE ASSAM GAZETI'F., EXTRAORDINARY, MAY 9, 2017 I.TERMS: I.ISubject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/PIotl as s ecified in para G' I .2The Total Price for the [Apartment/PIot] based on the carpet area is Rs. (Rupees only ("Total Price") (Give break up and description): Block/Building,rrower no. Apartment Rate of Apartment per square feet* no. Type Floor *Provide break up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc. AND Was a licable Gara e/Closed arkin - I Gar e/CIosed arkin - 2 OR Plot no. Type Explanation: Price for I Price for 2 Rate of Plot per square feet (i)The Total Price above includes the booking amount paid by the allottee to the Promolc•r towards the [Apartment/PIot]; (ii)The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes THE ASSAM GAZETTE, EXTRAORDINARY, MAY 9, 2017 1203 which may he levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plotl: Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change modification; (iii)The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within .30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective; Total Price of [Apartment]Piot] includes: l) pro rata share in the Common garage(s)/closed parking(s) as provided in the Agreement. Areas: and 2) .3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of. development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand

on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. I .4The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan"). 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter. I .61t is agreed that thc Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act. 1.7[Applicable in case of an apartment] The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet 1204 THE ASSAM GAZETIE, EXPIRAORDINARY, MAY 9, 2017 area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement. 1.8Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/PIot] as mentioned below: (i)The Allottee shall have exclusive ownership of the [Apartment/PIot]; (ii)The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act; (iii)That the computation of the price of the [Apartment/PIot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project. 1.91t is made clear by the Promoter and the Allottee agrees that the [Apartment/Plotl garage/closed parking shall be treated as a single indivisible unit tor all along with purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not {Orm a part of and/or linked/combined with any other project in its vicinity or otherwise except tor the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of lhe Allottees of the Project. I. IOIt is understood by the Allottee that all other areas and i.e. areas and facilities falling shall not form a part of the declaration to outside the Project, namely [Please insert the name of the concerned competent be filed with authority] to be filed in accordance with the [Please insert the name of the relevam State act, if any]. 1 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, THE ASSAM GAZETTE. EXTRAORDINARY, MAY 9, 2017 1205 charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person

to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person. (Rupees i. 1 2 The Allottee has paid a sum of Rs, only) as booking amount being part payment towards the Total Price of the at the tirne of application the receipt of 'Ahich the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the I Apartment/PIot] as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules. 2.MODE OF PAYMENT Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque/demand draft or online payment (as applicable) in favour of payable at 3.COMPLIANCE OF LAWS RELATING TO REMITTANCES 3. I The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. 1206 THE ASSAM GAZETTE, EX'I'RAORDINARY,• MAY 9, 2017 3.2The Promoter accepts no responsibility in this regard. "lhe Allottee shall keep the Promoter frilly indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shali be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment!remittances on behalf of any Allottee and such third party shall not have any right in the applicationjallotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only. 4.ADJUSTMENT/APPROPRIATION OF PAYMENTS The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. 5.TIME IS ESSENCE 1.13Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan"). 6.CONSTRUCTION OF THE PROJECT/ APARTMENT The Allottee has seen the specifications of the [Apartment/PIotl and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the rules/ laws applicable tp the State Of Assam [Please insert the relevant State laws] and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement. 7.POSSESSION OF THE APAR'FMENT/PLOT THE ASSAM GAZETTE. EXTRAORDINARY MAY 9, 2017 1207 Schedule for possession of the said [Apartment/Plot]: The Promoter agrees and understands that timely delivery of possession of the (Apartment? lot] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to unless there is

hand over possession of the [ApartmentfPlot] on delay or failure due to war. flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time delivery of possession of the i Apartment[PIotl, provided that such Force Maieure conditions are not of a nature which make it impossible for the contract to he implemented. The Ailottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. .Aftcr refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights. claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. 7.2 Procedure for taking possession- The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the I ApartmentTPIot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment'?lotl to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association ofallottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within days of receiving the occupancy certificate* of the Project. 7.3 Failure of Allottee to take Possession of [Apartment/PIotl: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [ApartmentQIot] from the Promote? by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartmenv?lotl to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable. 7.4 Possession by the Allottee - After obtaining the occupancy certificate* and handing over physical possession of the [ApartmentNIotJ to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws. 7.5 Cancellation by Allottee— The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid 1208 THE ASSAM GAZETTE, EXTRAORDINARY, MAY 9, 2017 for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation. 7.6Compensation — The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/PIot]. 8.REPRESENTA'r10NS AND WARRANTIES OF THE PROMOTER The Promoter hereby represents and warrants to the Allottee as follows: (i)The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute. actual. physical and legal possession of the said Land for the Project; (ii)The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project; (iii)There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such

encumbrances including any rights, title, interest and name of party in or over such landl (iv)There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment'? lot]; (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/PIot] are valid and subsisting and have been THE ASSAM GAZETTE, EXTRAORDINARY, MAY 9, 2017 1209 obtained by following due process of law. Further, the Promoter has been and shall, at all times. remain to be in compliance with all applicable laws in relation to the Project, said I-and. Building and (Apartment?lot] and common areas; (vi)The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein. may prejudicially be affected; (vii)The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/PIot] which will, in any manner, affect the rights of Allottee under this Agreement; ( viii)The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartmenv'PIot]to the Allottee in the manner contemplated in this Agreement; (ix)At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/PIotl to the Allottee and the common areas to the Association of the Allottees; (x)The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property; (xi)The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities; (xii)No notice from the Government or any other local body or authority or anylegislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received hy or served upon the Promoter in respect of the said Land and/or the Project

**9. EVENTS OF DEFAULTS AND CONSEQUENCES 9.**1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events: (i) Promoter fails to provide ready to move in possession of the [Apartment/?lot] to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects; (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder. 1210 THE ASSAM GAZETTE, EXTRAORDINARY, MAY 9, 2017 9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following: (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refünd the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice: Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment?lot]. 9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events: (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules. (ii) In case of Default by Allottee under the condition listed above continues for a period consecutive months after notice from the Promoter in this regard, the beyond Promoter shall cancel the allotment of the [ApartmenUPlotl in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amouni and the interest liabilities and this Agreement shall thereupon stand terminated. JO. CONVEYANCE OF THE SAID APARTMENT The Promoter, on receipt of complete amount of the Price of the [ApartmentjPlotl under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/PIot) together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupa in case the Allottee fails to deposit the

stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies). 11.MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT THE ASSAM GAZETTE. EXTRAORDINARY, MAY 9, 2017 1211 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees, The cost of such maintenance has been included in the Total Price of the Apartment/PIotl. Insert any other clauses m relation to maintenance d project, infrastructure and equipment) LIABILITY ft is agreed that in case any structural defect or any other defect in workmanship, quality provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) day'S. and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act. 13.RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES The Allottee hereby agrees to purchase the [Apartment?lot] on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time. 14.RIG11T TO ENTER THE APARTMENT FOR REPAIRS "Ihe Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parkingspaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment/PIot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect. 15.USAGE Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the 1212 THE ASSAM GAZETTE, EXTRAORDINARY, MAY 9, 2017 services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services. 16.GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT: Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/PlotJ at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/PIot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [ApartmentfPIot] and keep the [Apartment/PlotJ, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign- board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the (Apartment/PIotl or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed

by thc Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions

**17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC.**BY ALLOTTEE The Allottee is entering into this Agreement for the allotment ofa [Apartment/PIot) with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that heishe shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment/PIot], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Plot]/ at his/ her own cost

**18. ADDITIONAL CONSTRUCTIONS The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.**THE ASSAM GAZETTE, EXTRAORDINARY, MAY 9, 2017 19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE 1213 After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/PlotfBuilding) and if any such moltgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such (Apartment/Plot/BuiIdingj

**20. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE) The Promoter has assured the Allottees that the project in its entirety is in accordance With the provisions of the [Please insert the nume of the state Apartment Ownership] Act).**The Promoter showing compliance of various laws/regulations as applicable in 21. BINDING EFFECT Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever

22. ENTIRE AGREEMENT This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be

**23. RIGHT TO AMEND This Agreement may only be amended through written consent of the Parties, 24.**PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES 1214 THE ASSAM GAZETTE, EXTRAORDINARY, MAY 9, 2017 It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plotl, in case of a transfer, as the said obligations go along with the [Apartment/?lot] for all intents and purposes

**25. WAIVER NOT A LIMITATION TO ENFORCE 25.**1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on {he Promoter to exercise such discretion in the case of other Allottees. 25.2FaiIure on the part of the Promoter to enforce at any time

or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision

26. SEVERABILITY If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the [Apartment/PIotJ bears to the total carpet area of all the [Apartments[PIots] in the Project

28. FURTHER ASSURANCES Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction

**29. PLACE OF EXECUTION The execution of this Agreement shall be complete only upon its execution by the ASSAM GAZETTE, EXTRAORDINARY, MAY 9, 2017 1215 Promoter through its authorized signatory at the Promoter's Office, or at some other piace.**which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at 30. NOTICES That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Regi.stered Post at their respective addresses specified below: Name of Allottee (Allottee Address) Promoter name (Promoter Address) 11 shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be

31. JOINT ALLOTTEES That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees

32. GOVERNING LAW That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force

**33. DISPUTE RESOLUTION All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.**[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions 1216 THE ASSAM GAZETI'E, EXTRAORDINARY, MAY 9, 2017 are not in derogation Ofor inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder. I IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written. SIGNED AND DELIVERED BY THE WITHIN NAMED Allottee: (including joint buyers) (2) At on in the presence of: Please affix photograph and sign across the photograph SIGNED AND DELIVERED BY THE WITHIN NAMED Promoter: (l) (Authorized Signatory) WITNESSES: I. Signature Name Address 2.Signature Name Address Please affix photograph and sign across the photograph SCHEDULE 'A' - PLEASE INSERT DESCRIPTION OF THE [APARTMEV17PLOU AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT SCHEDULE 'C' - PAYMENT PLAN BY THE ALLOTTEE * or such other certificate by whatever name called issued by the competent authority. THE ASSAM GAZETTE, EXTRAORDINARY, MAY 9, 2017 FORM 'A' (See rule APPLICATION FOR REGISTRATION OF PF To The Real Estate Regulatory Authority Sir, 1217 I/ We hereby apply for the grant of registration of my/our project to be set up at Tehsil District State (i) (ii) (iii) (v) The requisite particulars are as under:- Status Of the applicant, whether individual / company / proprietorship firm / societies / partnership firm / competent authority; In case of individual — (a) Name (b) Father's Name (c) Occupation (d) Permanent address (e) Photograph OR In case of firm / societies / trust / companies / limited liability partnership / competent authority • (a) Name (b) Address (c) Copy of registration certificate (d) Main objects (e) Name, photograph and address of chairman of the governing body / partners / directors etc. PAN No. Name and address Of the bank or banker with which account in terms of section 4 of the Act will be maintained Details of project land held by the applicant brief details of the projects launched by the promoter in the last five years, whether already completed or being developed, as the case may be, including the current status of the said projects, any delay in its completion, details of cases pending, details of type of land and payments pending etc. 1218 (ii) (iii) (iv) (v) (vi) THE ASSAM GAZETTE, EXTRAORDINARY, MAY 9, 2017 I/We hereby apply for the grant of registration of my/our project to be set up at Tehsil District State The requisite particulars are as under:- Status of the applicant, whether individual / company / proprietorship firm / societies / partnership firm ! competent authority; In case of individual — (a) Name (b) Father's Name (c) Occupation (d) Permanent address (e) Photograph OR In case of firm / societies / trust / companies / limited liability partnership / competent authority - (a) Name (b) Address (c) Copy of registration certificate (d) Main objects (e) Name, photograph and address of chairman of the governing body ! partners ! directors etc. PAN No. Name and address of the bank or banker with which account in terms of section 4 of the Act will be maintained Details of project land held by the applicant brief details of the projects launched by the promoter in the last five years, whether already completed or being developed, as the case may be, including the current status of the said projects, any delay in its completion, details of cases pending, details of type of land and payments pending etc. THE ASSAM GAZETTE, EXTRAORDINARY, MAY 9, 2017 1219 (vii) (Siii) Agency to take up external development works Development; Registration fee by way of a demand draft dated Local Authority / Self an drawn amount on of Rs. for bearing no. calculated as per sub-rule (3) of rule 3 Any other information the applicant may like to furnish. !/we enclose the following documents in triplicate, namely:- (i) authenticated copy of the PAN card of the promoter; audited balance sheet of the promoter for the preceding financial year and income tax returns of the promoter for three preceding financial years; copy of thc legal title deed reflecting the title of the promoter to the land on which development is proposed to be developed along with legally valid documents with authentication of such title, if such land is owned by another person; the details of encumbrances on the land on which development is proposed including any rights, title, interest or name of any party in or over such land along with details; (v) where the promoter is not the owner of the land on which development is proposed details Of the consent of the

ownerofthe land along with a copy Of the collaboration agreement, development agreement, joint development agreement or any other agreement, as the case may be, entered into between the promoter and such owner and copies of title and other documents reflecting thc title of such owner on the land proposed to be developed; (vi) an authenticated copy of the approvals and commencement certificate from the competent authority obtained in accordance with the laws as may be applicable for the for the real estate project mentioned in the application, and where the project is proposed to be developed in phases, an authenticated copy of the approvals and commencement certificate from the competent authority for each of such phases; the sanctioned plan, layout plan and specifications of the proposed project or the (vii) phase thereof, and the whole project as sanctioned by the competent authority; the plan of development works to be executed in the proposed project and the (viii) proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy; (ix) the location details of the project, with clear demarcation of land dedicated for the project along with its boundaries including the latitude and longitude of the end points of the project; proforma of the allotment letter, agreement for sale. and the conveyance deed (x) proposed to be signed with the allottees; the number, type and the carpet area of apartments for sale in the project along (xi) with the area Of the exclusive balcony or verandah areas and the exclusive open terrace areas apartment with the apartment, if any; the number and areas of garage for sale in the project; (xii) 1220 3. THE ASSAM GAZETTE, EXTRAORDINARY, MAY 9, 2017 (xiii) the number Of open parking areas available in the real estate project; (xiv) the names and addresses of his real estate agents, if any, for the proposed project; the names and addresses of the contractors, architect, structural engineer, if any (xv) and other persons concerned with the development of the proposed project; (xvi) a declaration in

FORM I/ We solemnly affirm and declare that the particulars given in herein are correct to my /our knowledge and belief. Dated: Place: Yours faithfully, Signature and seal Of the applicant(s) THE ASSAM GAZETTE, EXTRÄORDTNARY, •MAY 9, 2017 FORM 'B' [See rule 1221 DECLARATION, SUPPORTED BY AN AFFIDAVIT, WHICH SHALL BE SIGHNED BY THE PROMOTER OR ANY PERSON AUTHORIZED BY THE PROMOTER Affidavit cum Qeclara;ion Affidavit cum Declaration of Mr,iMs. promoter of the proposed project / duly authorized by the promoter of the proposed project, vide its/his/their authorization dated promoter of the proposed project / duly authorized by the promoter of the proposed project do hereby solemnly declare. undertake and state as under: That i promoter have has a legal title to the land on which the development of the project is proposed OR have!has a legal title to the land on which the development of the proposed prqiect is to be carried out AND a legally valid authentication of title of such land along with an authenticated copy of the agreement between such owner and promoter for development Of the real estate project is enclosed herewith

**2. That the said land is free from all encumbrances.**OR I-hat details of encumbrances including details of any rights, title, interest or name of any party in or over such land. along with details

**3. That the time period within which the project shall be completed by me/promoter is 4.**That seventy per cent of the amounts realised by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose. 1222 THF. ASSAM GAZETTE, EXTRAORDINARY, MAY 9, 2017 5. That the amounts from the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project

6. That the amounts from the separate account shall be withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project

7. That I / promoter shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project

8. That I / promoter shall take all the pending approvals on time, from the competent authorities

**9. That I / promoter have / has furnished such Other documents as have been prescribed by the rules and regulations made under the Act.**IO. That I / promoter shall not discriminate against any allottee at the time or allotment of any apartment, plot or building, as the case may be, on any grounds. Deponent Verification The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom. Verified by me at on this day of Deponent THE ASSAM GAZETTE, EXTRAORDINARY, MAY 9, 201.7 FORM sc' ISee rule REGISTRATION CERTIFICATE OF PROJECT 1223 This ree:stratton is granted under section 5 of the Act to the following project under project reg:stratton number Spectt\ I)etmls of Project including the project address); the ease of an individua)) Mr./Ms. _ Tehsil OR lhe case of a soctetv company competent authority) District son of firm i society / cennpetent authortty impa ny of hustness at having its registered office ; principal 2. regtstrauon IS granted subject to the following conditions, namely:- (i) The promoter shall enter into an agreement for sale with the allottees as provided in 'Annexure A'; (ii) The promoter shall execute and register a conveyance deed in favour of the allottee or the association Of the allottees. as the case may be, of the apartment or the common areas as per section 17; (lil) The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be matntamed In a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4: (iv) The registration shall be valid for a period of and ending with years commencing from unless renewed by the Real Estate Regulatory Authority in accordance with section 6 read with rule 7 of the Act; (v) The promoter shall comply with the provisions of the Act and the rules and regulations made thereuncler; (vi) The promoter shall not contravene the provisions of any other law for the time being in force in the area where the project is being developed

**3. If the above mentioned conditions are not fulfilled by the promoter, the regulatory authority Inay take necessary action against the pr the registration granted herein, as**

**per the Act and the rules and regulations made thereunder.**Dated: Place: Officer Signature and seal of the Authorized Real Estate Regulatory Authonty 1224 THE ASSAM GAZETTE, EXTRAORDINARY, MAY 9, 2017 FORM 'D' [See rule 6(2), rule 7(4); rule 81 INTIMATION OF REJECTION OF APPLICATION FOR REGISTRATION OF PROJECT / REJECTION OF APPLICATION FOR EXTENSION OF REGISTRATION OF PROJECT / REVOCATION OF REGISTRATION OF PROJECT From: The Real Estate Regulatory Authority, To Appiication/Registration NO.: Dated: You are hereby informed that your application for registration of your project is rejected. OR You are hereby informed that your application for extension of the registration of your project is rejected. OR You are hereby informed that the registration granted to your project is hereby revoked. for the reasons set out:- Place: Dated: Signature and seal of the Authorized Officer Real Estate Regulatory Authority THE ASSAM GAZETTE, EXTRAORDINARY. MAY 9, 2017 FORM 'E' rule APPLICATION FOR EXTENSION OF REGISTRATION OF PROJECT From: The Real Estate Regulatory Authority, Sir. I/ We hereby apply for renewal of registration of the following project: registered with the regulatory authority vide project registration certificate 1225 bearing No. , which expires on As required l/we submit the following documents and information, namely:- (i) (ii) (iii) (iv) (v) (vi) Place: A demand Draft No. in favour of dated drawn on for rupees bank as extension fee as provided under sub-rule (2) of rule 7; Authenticated Plan of the project showing the stage of development works undertaken till date; Explanatory note regarding the state of development works in the project and reason for not completing the development works in the project within the period declared in the declaration submitted in Form 'B' at the time Of making application for the registration of the project Authenticated copy Of the permission/approval from the competent authority which is valid for a period which is longer than the proposed term of extension of the registration sought from the regulatory authority; The original project registration certificate; and Any other information as may be specified by regulations. Dated: Yours faithfully, Signature and seal of the applicant(s) 1226 TUE ASSAM GAZETI'E, EXTRAORDINANY, MAY 9, 2017 FORM 'F' ISee rule 7(4)J CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT This extension of registration is granted under section 6 of the Act, to the following project: registered with the regulatory authority vide project registration certificate bearing No. of (in the case of an rndivtdual) Mr./Ms. MrJMs. State son Of District Tehsil OR 2. Dated: Place: (in the case of a firm / society / company / competent authority) firm ( having its registered company / competent authority society / omce/principal place of business at This renewal of registration is granted subject to the following conditions, namely:- (i) The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per section 17; (ii) The promoter shall deposit seventy percent of the amounts realised by the promoter ira a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4; (iii) The registration shall be valid for a period of and ending with years commencing from unless renewed by the Real Estate Regulatory Authority in accordance with section 6 read with rule of the Act; (iv) The promoter shall comply with the provisions of the Act and the rules and regulations made thereunder; (v) The promoter shall not contravene the provisions Of any other law for the time being in force in the area where the project is being developed; (vi) if the above mentioned conditions are not fulfilled by the promoter, the regulatory authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder. Signature and seal of the Authorized Officer Real Estate Regulatory Authority THE ASSAM GAZETTE, EXTRAORDINARY, MAY 9, 20}7 FORM 'G' [See rule APPLICATION FOR REGISTRATION OF REAL ESTATE AGENT The Real Estate Regulatory Authority 1227 beg to apply for the grant of registration as a real estate agent to facilitate the sale or purchase of any plot. apartment or building, as the case may be, in real estate projects registered Union territory in terms of the Act and the rules and regulations made ! hereunder. (In the case of an individual) Mr./Ms. Mr./Ms. State OR (in the case ofa firm / society / company) Tehsil son of District firm / society / company 2. having its registered Office ! principal place Of business at The requisite particulars are as under:- (i) Status Of the applicant, whether individual / company / proprietorship firm / societies / partnership firm / limited liability partnership; (ii) In case of individual — (a) Name (b) Father's Name (c) Occupation (d) Permanent address (e) Photograph OR In case ot' firm / societies / companies - (a) Name (b) Address (c) Copy of registration certificate (d) Major activities (e)

Name, photograph and address of partners / directors etc. (iii) income tax returns filed under the provisions of the Income Tax Act, 1961 for three financial years preceding the application or in case the applicant was exempted from filing returns under the provisions of the Income Tax Act, 1961 for any of the three year preceding the application, a declaration to such effects; 1228 THE ASSAM GAZETTE, EXTRAORDINARY, MAY 9, 2017 (iv) particulars Of registration including the bye-laws, memorandum of association, articles of association etc. as the case may be; (v) authenticated copy of the address proof of the place Of business; (vi) Details of registration in any other State or Union territory; (vii) Any other information the applicant may like to furnish. I/we enclose the following documents along with, namely:- 3. 4. (i) Demand Draft No. in favour of dated drawn on for a sum of Rs, bank as registration fee as per sub-rule (2) of rule IO; (ii) Income tax returns of the last 3 years or declaration as the case may be; (iii) authenticated copy of the PAN card of the real estate agent; and (iv) authenticated copy of the registration as a real estate agent in any other State or Union territory, if applicable; l/we solemnly affirm and declare that the particulars given in herein are correct to my lour knowledge and belief. Dated: Place: Yours faithtuliy, Signature and seal of the applicant(s) THE ASSAM GAZEVIF. EXTRAORDINARY, MAY 9, 2017 FORM 'H' [See rule REGISTRATION CERTIFICATE OF REAL ESTATE AGENT 1229 This registration is granted under section 9 of the Act with registration certificate bearing No. to (in the case of an individual) Mr./Ms. MrjMs. State Tehsil ( In the case of a firm society / company) son of District firm / society / company having its registered office / principal place of business at to act as a real estate agent to facilitate the sale or purchase of any plot, apartment or building, as the case may be, in real estate projects registered in the terms of the Act and the rules and regulations made thereunder, Union territory in 2. This registration is granted subject to the following conditions, namely:- (i) The real estate agent shall not facilitate the sale or purchase of any plot, apartment or building, as the case may be, in a real estate project or part Of it, being sold by the promoter which is required but not registered with the regulatory authority; (ii) The real estate agent shall maintain and preserve such books of account, records and documents as provided under rule 14; (iii) The real estate agent shall not involve himself in any unfair trade practices as specified under clause (c) of section IO; (iv) The real estate agent shall provide assistance to enable the allottee and promoter to exercise their respective rights and fulfil their respective obligations at the time of booking and sale of any plot, apartment or building, as the case may be. (v) The real estate agent shall comply with the provisions of the Act and the rules and regulations made thereunder; (vi) The real estate agent shall not contravene the provisions of any other law for the time being in force in the area where the project is being developed; (vii) The real estate agent shall discharge such other functions as may be specified by the regulatory authority by regulations; 1230 THE ASSAM GAZETTE, EXTRAORDINARY, MAY 9, 2017 and 3. The registration is valid for a period of five years commencing from unless renewed by the regulatory authority in ending with accordance with the provisions of the Act or the rules and regulations made thereunder

**4. If the above mentioned conditions are not fulfilled by the real estate agent, the regulatory authority may take necessary action against the real estate agent including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder, Dated: Place: Signature and seal of the Authorized Officer Real Estate Regulatory Authority THE ASSAM GA7.**FJTE. EXTRAORDINARY. MAY 9, 2017 1231 FORM [See rule 11(2), 12(4). 131 INTIMATION OF REJECTION OF APPLICATION FOR REGISTRATION OF REAL ESTATE AGENT / REJECTION OF APPLICATION FOR RENEWAL OF REGISTRATION OF REAL ESTATE AGENT ! REVOCATION OF REGISTRATION OF REAL ESTATE AGENT F rom: The Real Estate Regulatory Authority, Application ! Registration No.: Dated: You are hereby informed that your application for registration as real estate agent is rejected. OR You are hereby informed that your application for the renewal of the registration as real estate agent is rejected. OR You are hereby informed that the registration granted to you as real estate agent is hereby revoked. for the reasons set out:- Place: Dated: Signature and seal of the Authorized Officer Real Estate Regulatory Authority 1232 THE ASSAM GAZETTE, EXTRAORDINARY, MAY 9, 2017 FORM 'J' [See rule APPLICATION FOR RENEWAL OF REGISTRATION OF REAL ESTATE AGENT From: To The Real Estate Regulatory Authority Sir, I,/we beg to apply for renewal my/our registration as a real estate agent under registration which expires on certificate bearing NO. As required l/we submit the following documents and information, namely:- A demand draft no. in favour of dated dr renewal fee; (ii) (iii) (iv) The original

registration certificate; and Status of the applicant, whether individual / company / proprietorship firm / societies partnership firm / limited liability partnership; In case Of individual — (a) Name (b) Father's Name (c) Occupation (d) Permanent address (e) Photograph OR In ease of firm ! societies / companies - (a) Name (b) Address (c) Copy of registration certificate (d) Major activities (e) Name, photograph and address of partners / directors THE ASSAM G.AZE'I"I'E. EXTRAORDINARY, MAY 9, 2017 1233 (v) income tax returns filed under the provisions of the Income Tax Act, 1961 for three financial years preceding the application or in case the applicant was exempted from filing returns under the provisions of the Income Tax Act, 1961 for any of the three year preceding the application, a declaration to such effect; (vi) particulars of registration including the bye-laws, memorandum of association, articles of association etc. as the case may be; (vii) authenticated copy of the address proof of the place of business; (v Ili) Details of registration in any other State or Union territory; (ix) Any other information as specified by regulations. Dated: Place: Yours faithfully. Signature and seal of the applicant(s) 1234 THE ASSAM GAZETTE, EXTRAORDINARY MAY 9, 2017 FORM 'K' (See rule RENEWAL OF REGISTRATION OF REAL ESTATE AGENT l. This renewal of registration is granted under section 9 of the Act to - (in the case of an individual) Mr./Ms. MrJMs. State OR Tehsil (in the case of a firm / society / company) son of District firm / society / company having its registered office ! principal place of business at in continuation to registration certificate bearing No, , of 2. This renewal of registration is granted subject to the following conditions, namely:- (i) The real estate agent shall not facilitate the sale or purchase of any plot, apartment or building, as the case may be, in a real estate project or part of it, being sold by the promoter which is required but not registered with the regulatory authority; (ii) The real estate agent shall maintain and preserve such books of account, records and documents as provided under rule 14; (iii) The real estate agent shall not involve himself in any unfair trade practices as specified under clause (c) of section 10; (iv) The real estate agent shall facilitate the possession of all documents, as the aii01tee is entitled to, at the time ot' booking of any plot, apartment or building. as the case may be. (v) The real estate agent shall provide assistance to enable the allottee and promoter to exercise their respective rights and fulfil their respective obligations at the time of booking and sale of any plot, apartment or building, as lhe case may be. (vi) The real estate agent shall comply with the provisions of the Act and the rules and regulations made thereunder; (vii) The real estate agent shall not contravene the provisions of any other law tor the time being in force in the area where the project is being developed; (viii) The real estate agent shall discharge such other functions as may be specified by lhe regulatory authority by regulations; THE ASSAM EXTRAORDINARY, MAY 9, 2017 3. The registration is valid for a period of five years commencing from 1235 and ending with unless renewed by the regulatory authority in accordance with the provisions of the Act or the rules and regulations made thereunder, If the above mentioned conditions are not fulfilled by the real estate agent, the regulatory authority may take necessary action against the real estate agent including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder. Dated: Piace. Signature and seal of the Authorized Officer Real Estate Regulatory Authority 1236 THE ASSAM GAZETI'E, EXTRAORDINARY, MAY 9, 2017 FORM 'L' [See rule APPEAL TO APPELLATE TRIBUNAL Appeal under segtiop 44 Of the Act Every appeal shall be filed in English and in case it is in some other Indian language, it shall be accompanied by a copy translated in English and shall be thirty and legibly type-written, lithographed or printed in double spacing on one side of standard petition paper with an inner margin of about four centimetres width on top and with a right margin on 2.5 cm, and left margin Of 5 cm, duly paginated, indexed and stitched together in paper book form. For use of Appellate Tribunal's office: Date of filing: Date of receipt by post: Registration No.: Signature: Registrar: IN THE REAL ESTATE APPELLATE 'I'RIBUNAL (Name of place) Between Appellant(s) And Respondent(s) Details of appeal: Particulars of the appellants: (i) Name of the appellant: (ii) Address of the existing office / residence of the appellant: (iii) Address for service of all notices: 2. Particulars of the respondents: (i) Name(s) of respondent: (ii) Office address of the respondent: (iii) Address for service of all notices: Jurisdiction Of the Appellate Tribunal: 3. ASSAM GAZETTE, EXTRAORDINARY. MAY 9, 2017 1237 4. 6. 7

**8. The appellant declares that the subject matter of the appeal falls within the jurisdiction of the Appellate Tribunal.**Limitation: Thc appellant deciares that the appeal is within the limitation specified in sub-section (2) of section 44 if the appeal is filed after the expiry of the limitation period specified under sub-section (2) of section 44 specify rea case ogive a concise statement of facts

and grounds of appeal against the specific order of regulatory authority or the adjudicating officer. as the case may be passed under section(s) of the Act. Relief(s) sought: In view of the facts mentioned in paragraph 5 above, the appellant prays for the following relief(s) [Specify below the relief(s) sought explaining the grounds of relief(s) and the legal provisions (if any) relied upon I Interim order, if prayed for: Pending final decision on the appeal the appellant seeks issue of the following interim order: [Give here the nature of the interim order prayed for with reasonsl Matter not pending with any other court, etc.: The appellant further declares that the matter regarding which this appeal has been made is not pending before any court of law or any other authority or any other tribunal(s)

**9. Particulars of bank draft in respect of the fee in terms of sub-rule (I) of rule 28: (i) Amount (ii) Name of the bank on which drawn (iii) Demand draft number IO.**List of enclosures: (i) An attested true copy of the order against which the appeal is filed (ii) Copies of the documents relied upon by the appellant and referred to in the appeal (iii) An index of the documents 1238 THE ASSAM GAZETI"E. EXTRAORDINARY, MAY 9, 2017 Verification the appellant do hereby verity (name in full block letters) son / daughter of that the contents of paragraphs [l to IO] are true to my personal knowledge and belief and that I have not suppressed any material fact(s). Place: Date: Signature of the appellant(s) ASSAM GAZETTE, EXTRAORDINARY. MAY 9, 2017 FORNI [See rule 36(1 COMPLAINT TO REGULATORY AUTHORITY Complaint under section 31 Of Ihe Act For use of Regulatory Authority(s) office: Date of filing: Date of receipt by post: Complaint No.. Slgnature: Registrar: IN THE REGULATORY AUTHORITIES OFFICE (Name of place) Between Complainant(s) And Respondent(s) Details of claim: l. Particulars of the complainant(s): (i) Name of the complainant: (ii) Address Of the existing office / residence of the complainant: (iii) Address for service of all notices: 2. Particulars of the respondents: 1239 3. 5. (i) Name(s) of respondent: (ii) Office address Of' the respondent: (iii) Address for service Of all notices: Jurisdiction Of the regulatory authority: The complainant declares that the subject matter of the claim falls within the jurisdiction of the regulatory authority

**4. Facts of the case: [give a concise statement of facts and grounds for complaintl Relief(s) sought: 1240 THE ASSAM GAZETI*E, EXTRAORDINARY.**MAY 9, 2017 In view of the facts mentioned in paragraph 4 above, the complainant prays for the following relief(s) [Specify below the relief(s) elaimcd explaining the grounds of relief(s) and the legal provisions (if any) relied uponl 6. Interim order, if prayed for: Pending final decision on the complaint the complainant seeks issue of the following inter:m order: [Give here the nature of the interim order prayed tor with reasons] 7. Complainant not pending with any other court, etc.: The complainant further declares that the matter regarding which this complaint has been made is not pending before any court ot' law or any other authority or any other tribunal(s)

**8. Particulars of bank draft in respect of the fee in terms of sub-rule (l) of rule 36: (i) Amount (ii) Name ofthe bank on which drawn (iii) Demand draft number 9.**List of enclosures: [Specify the details of enclosures with the complaint] 1 Verification the complainant do hereby (name in full block letters) sen / daughter ef verify that the contents of paragraphs [I to 9] are true IO my personal knowiedge and belief and that I have not suppressed any material fact(s). Place: Date: Signature Of the complainant(s) THE ASSAM CiA7.FTTE. EXTRAORDINARY. MAY 9, 2017 FORM 'N' (See rule APPLICATION TO ADJUDICATING OFFICER Ciaim for compensation under section 31 read with section 71 of the Act For use of Adjudicating Officers office: Date of filing: Date of receipt by post: Appfication No,: Signature. Authorized Officer.' IN THE ADJUDICATING OFFICERS OFFICE (Name of place) Between appl icant(s) And Respondent(s) Details of claim: I, Particulars of the applicant(s): (i) Name of the applicant: (ii) Address of the existing office / residence of the appellant: (iii) Address for service of all notices: (iv) Details of allottees apartment, plot or building 2. Particulars of the respondents: (i) Name(s) Of respondent: (ii) Office address of the respondent: (iii) Address for service of all notices: (iv) Registration no. and address of project: 3. Jurisdiction of the Adjudicating Officer: 1241 The applicant declares that the subject matter of the claim falls within the jurisdiction of the adjudicating officer. 4, Facts of the case: (give a concise statement of facts and grounds of claim against the promoter) 1242 THE ASSAM GAZETTE, EXTRAORDINAÅY, MAY 9, 2017 5. Compensation(s) sought: In view of the facts mentioned in paragraph 4 above, the applicant prays for the following compensation(s) [Specify below the compensation(s) claimed explaining the grounds of claim(s) and the legal provisions (if any) relied upon] 6. Claim not pending with any other court, etc.: The applicant further declares that the matter regarding

which this appeal has been made is not pending before any court of law or any other authority or any other tribunal(s)

**7. Particulars of bank draft in respect of the tee in terms of sub-rule (I) of rule 36: (iv) Amount (v) Name of the bank on which drawn (vi) Demand draft number 8.**List of enclosures: [Specify the details of enclosures with the application] Verification the applicant do hereby verify (name in full block letters) son / daughter of that the contents of paragraphs [l to 8] are true to my personal knowledge and belief and that I have not suppressed any material fact(s). Place: Date: Signature of the applicant(s) ASSAM GAZE17E, EXTRAORDINARY, MAY 9s FORM '0' [Sce rule 381 ANNUAL STATEMENT OF ACCOUNTS Receipts and Payments Account For the year eqded 2017 1243 (In Rupees) Q W)de 1.1 2 72.1 2.2 2.3 3 3.1 3.2 4 5 6 7 Receipts To Balance Brought dov,m To Bank To Cash in hand To Fee, Charges and Fine: To Fees To Charges To Fines To Others (specify) To Grants: To Accounts with Government To Others (specify) To Gifts To Seminars and conferences To Sale of Publications To Income on investments and Deposits Current year as on Previous A/c Year as Code on 13 13.1 13.2 13.3 13.31 13.32 14 14.1 14.2 14.3 14.4 14.41 14.42 15 15.1 Payments By Chairperson and Members: By Pay and Allowances Other By benefits By Travelling expenses By Ove;Åeas By Domestic By Officers By Pay and Allowances By Retirement Benefits Other Benefits By Tkavelling Expenses By Overseas By Domestic By Staff By Pay and Allowances Current year as on Previous year as on ASSAM GALE I IE, 31.2 32 33 33.1 33. EXI RAORDTNARY, MAY 9, 2017 By Deposits Security 1245 33.12 33.2 33.3 3-4 35.1 35.2 35.3 35.4 36 36.1 S6,2 Deposits By Loans ¯and Advances to: By Employees: Bearing By Interest By not bearing Interest By Suppliers/ Contractors By others By Repayment of loan By Others By Leave Salary Pension and Contribution By Audit Fee By Misc: Balance carried down By Bank By Cash in hand Total Member(s) (Signature) Chairperson (Signature) Income and Expenditure Account Receipts For the I Current year as on April Previous Year as on to 31 st March Code 37 A/c Code 61 Payments By Fee, Charges and Fine Current year as on Rupees) Previous year as on 1246 37.1 37.2 37.3 37.31 i7.32 38 38.1 3i.i 383 38.4 38.41 38.42 39 -39.1 39.2 39.3 39.41 39.42 40 41 THE ASSAM GAZE'ITE, EXTRAORDINARY, MAY 9, 2017 61.1 61.2 61.3 61.4 62 62.1 62.2 63 64 65 66 66. I 66.2 66.3 67 67.1 67.2 67.3 By Fee By Charges By Fines By Others (specify) By GVRnts By Account with Government By (specify) Others By Seminars Conferences Sale Publications By Income Investments Deposits By Income Investments By Income Deposits By Interest and of on and on on Loan Advances By Miscellaneous income By Gain on Sales of Assets By Excess of expenditure over (Transferred to Fund Capital Account) THE ASSAM GAZEÆTE, EXTRAORDINARY. MAY 9, 2017 1247 54.¯2 54.3 54.4 56 57 59 60 Total Member(s) (Signature) Total Chairperson (Signature) 1248 Code 68 68.1 68.2 68.3 65 70 70.1 70.2 71 THE ASSAM GAZMTE, EXTRAORDINARY, MAY 9, 2017 Balance Sheet on 31 March Liabilities Funds Capital Fund Add Excess of Income Income over Expenditure/ less excess of Expenditure over Income Other Funds Current Previous year as Year. as on on Code 72 72.1 72.2 72.3 Assets Fixed Assets Gross Block at Cost Less Cumulative depreciation Net Block Current year as on (In Rupees) Previous year as on (Specify) Reserves Loans Government Others Current Liabilities provisions Total 73 Capital Work- and 74 74.1 74.2 75 75.1 76 77 in-progress Investments & Deposits Investment Deposits Loans and Advances Account with Government Sundry Debtor Cash and Bank Balances Other Current Assets Total Accounting Policies and Notes : Member(s) (Signature) Chairperson (Signature) THE ASSAM GAZETTE, EXTRAORDINARY, MAY 9, 2017 FORM 'P' [See rule 391 1249 ANNUAL, REPORT TO BE PREPARED BY REGULATORY AUTHORITY i, Return on registration of promoters and real estate agents A. In relation to Promoters: Serial Nurnber Name of promoter 2 Address of Description of project for promoter .1- 3 which registration has been issued 4 Fee paid 5 Date of issue of registration Date on which registration expires 2 Date of extension of registration with period of extension 3 B. In relation to Real Estate Agents . Address Registration Date of Registration Number 6 Remark 4 Date and Remark Serial Number Name of Real Estate Agent 2 of Real Fee paid Estate Agent 3 4 of issue registration certificate ex ires 5 Date on which registration certificate expires 6 period of renewal of registration certificate 7 8 1250 Sl.N0 Sl.N0 Sl.N0 Sl.N0 THE ASSAM GAZETfE, EXTRAORDINARY MAY 9, 2017 11. Return on number of cases filed before the regulatory authority and the adjudicating officer for settlement of disputes and adjudicated upon. No. of Cases pending in No. of Cases received the last quarter by the during the quarter by the regulatory authority regulatory authority No. of Cases pending in No. of Cases received the last quarter by the authority regulatory authority officer

regulatory No. of Cases disposed of by the regulatory authority. No. of Cases disposed of by the regulatory authority officer officer 111 Statement on the periodical survey conducted by the regulatory authority to monitor the compliance of the provisions of the Act by the promoters, allottees and real estate agents. Survey conducted during Observation of Authority Remedial steps taken the quarter with details Statement on Steps taken to mitigate any non-compliance of the provisions of the and the rules and regulations made thereunder by the promoters, allottees and real estate agents. Subject Steps taken Results achieved THE ASSAM GAZETTE, EXTRAORDINARY, MAY 9, 2017 1251 V. Sl.No Sl.No Sl.No Statements on penalty Imposed by the regulatory authority for contraventions of theAct and directions of the regulatory authority and adjudicating officer. Name of the promoter Name Of thc allotee Name of the real estate agent Details of the directions issued Details of the directions issued Details of the directions issued Penalty imposed Penalty imposed Penalty imposed M.GV.K. BHANU, Whether paid Whether paid Whether paid Additional Chief Secretary to the Govt. of Assam Urban Development Department. Guwahati : Printed and Published by the Dy. Director (P & S), Directorate of Printing & Stationery Assam, Guwahati- l, Extraordinary Gazette No. 333-50 10 - 09-05-2017.